

**COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY**  
 (Includes Reference to PCT International Applications)

 ATTORNEY'S DOCKET NUMBER  
**020600-143**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

---

**IMPROVEMENTS IN AND RELATING TO PACKAGING**


---

the specification of which (check only one item below):

- is attached hereto.  
 was filed as United States application

Serial No. \_\_\_\_\_

on \_\_\_\_\_

and was amended

on \_\_\_\_\_ (if applicable).

- was filed as PCT international application

Number PCT/GB88/00532

6th July 1988

on \_\_\_\_\_

and was amended under PCT Article 19

on \_\_\_\_\_ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

---

**PRIOR FOREIGN/PCT APPLICATION(S) AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. 119:**


---

COUNTRY (If PCT indicate "PCT")	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 USC 119
Great Britain	8717754	27th July 1987	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Great Britain	8805931	12th March 1988	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Great Britain	8806752	22nd March 1988	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Great Britain	8815699	1st July 1988	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
PCT	PCT/GB88/00532	6th July 1988	<input type="checkbox"/> YES <input type="checkbox"/> NO

## UNITED STATES PATENT AND TRADEMARK OFFICE

Combined Declaration For Patent Application and Power of Attorney (Continued)  
(Includes Reference to PCT International Applications)ATTORNEY'S DOCKET NUMBER  
020600-143

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application:

## PRIOR U.S. APPLICATIONS OR PCT INTERNATIONAL APPLICATIONS DESIGNATING THE U.S. FOR BENEFIT UNDER 35 U.S.C. 120:

U.S. APPLICATIONS		STATUS (Check one)		
U.S. APPLICATION NUMBER	U.S. FILING DATE	PATENTED	PENDING	ABANDONED

## PCT APPLICATIONS DESIGNATING THE U.S.

PCT APPLICATION NO	PCT FILING DATE	U.S. SERIAL NUMBERS ASSIGNED (if any)

**POWER OF ATTORNEY:** As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (List name and registration number)

Send Correspondence to:			
			Direct Telephone Calls to: (name and telephone number)

201	FULL NAME OF INVENTOR	FAMILY NAME <b>Cochran</b>	FIRST GIVEN NAME <b>Michael</b>	SECOND GIVEN NAME <b>Alexander</b>
	RESIDENCE & CITIZENSHIP	CITY <b>Wantage</b>	STATE OR FOREIGN COUNTRY <b>Oxfordshire</b>	COUNTRY OF CITIZENSHIP <b>Britain</b>
	POST OFFICE ADDRESS	POST OFFICE ADDRESS <b>20 Hawksworth Close</b>	CITY <b>Grove, Wantage</b>	STATE & ZIP CODE/COUNTRY <b>Oxfordshire OX12 0NU England</b>
202	FULL NAME OF INVENTOR	FAMILY NAME <b>Folland</b>	FIRST GIVEN NAME <b>Rickworth</b>	SECOND GIVEN NAME
	RESIDENCE & CITIZENSHIP	CITY <b>Faringdon</b>	STATE OR FOREIGN COUNTRY <b>Oxfordshire</b>	COUNTRY OF CITIZENSHIP <b>Britain</b>
	POST OFFICE ADDRESS	POST OFFICE ADDRESS <b>Rose Cottage</b>	CITY <b>Longcot, Faringdon</b>	STATE & ZIP CODE/COUNTRY <b>Oxfordshire SN7 7TL England</b>
203	FULL NAME OF INVENTOR	FAMILY NAME <b>Nicholas</b>	FIRST GIVEN NAME <b>James</b>	SECOND GIVEN NAME <b>William</b>
	RESIDENCE & CITIZENSHIP	CITY <b>Wantage</b>	STATE OR FOREIGN COUNTRY <b>Oxfordshire</b>	COUNTRY OF CITIZENSHIP <b>Britain</b>
	POST OFFICE ADDRESS	POST OFFICE ADDRESS <b>12 Segsbury Road</b>	CITY <b>Wantage</b>	STATE & ZIP CODE/COUNTRY <b>Oxfordshire X12 9XR England</b>

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 201	SIGNATURE OF INVENTOR 202	SIGNATURE OF INVENTOR 203
<i>Michael Alexander Cochran</i>	<i>Rickworth R. M. and</i>	<i>James William Nicholas</i>
DATE 7th February 1989	DATE 7th February 1989	DATE 7th February 1989

COMBINED DECLARATION AND POWER OF ATTORNEY  
CONTINUATION PAGE FOR ADDITIONAL INVENTORS

Attorney Docket N.

020600-143

(This page must be attached to a completed Combined Declaration And Power Of Attorney before signing).

FULL NAME OF FOURTH INVENTOR Melvin Edward Riddell ROBINSON	SIGNATURE <i>Melvin Edward Riddell Robinson</i>	DATE 7th February 1989
RESIDENCE 26 Fairfield Close, Grove, Wantage, Oxfordshire OX12 0NQ England	CITIZENSHIP British	
POST OFFICE ADDRESS As above		
FULL NAME OF FIFTH JOINT INVENTOR, IF ANY	SIGNATURE	DATE
RESIDENCE	CITIZENSHIP	
POST OFFICE ADDRESS		
FULL NAME OF SIXTH JOINT INVENTOR, IF ANY	SIGNATURE	DATE
RESIDENCE	CITIZENSHIP	
POST OFFICE ADDRESS		
FULL NAME OF SEVENTH INVENTOR, IF ANY	SIGNATURE	DATE
RESIDENCE	CITIZENSHIP	
POST OFFICE ADDRESS		
FULL NAME OF EIGHTH JOINT INVENTOR, IF ANY	SIGNATURE	DATE
RESIDENCE	CITIZENSHIP	
POST OFFICE ADDRESS		
FULL NAME OF NINTH JOINT INVENTOR, IF ANY	SIGNATURE	DATE
RESIDENCE	CITIZENSHIP	
POST OFFICE ADDRESS		

BDSM 0483

Page 3 of 3

DOCKET NO.: CC-3168

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Patent Application of:

Examiner: P. Szekely

Cochran et al.

Serial No.: 09/504,793

Group Art Unit: 1714

File: February 15, 2000

For: Packaging

Commissioner for Patents and Trademarks  
Washington DC 20231

**POWER OF ATTORNEY WITH REVOCATION  
AND CERTIFICATE UNDER 37 CFR 3.73(b)**

Revoking any and all powers of attorney heretofore given in the matter of the above-entitled application, the undersigned, assignee of the entire interest in the above-identified application, hereby appoints the attorneys listed below of the firm of WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP, One Liberty Place - 46th Floor, Philadelphia, Pennsylvania, 19103, as attorneys for applicant, with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Richard E. Kurtz	Registration No. 19,263	Suzanne E. Miller	Registration No. 32,279
Dale M. Heist	Registration No. 28,425	Lynn B. Morreale	Registration No. 32,842
John W. Caldwell	Registration No. 28,937	Mark DeLuca	Registration No. 33,229
Gary H. Levin	Registration No. 28,734	Joseph Lucci	Registration No. 33,307
Steven J. Rocci	Registration No. 30,489	Michael P. Dunnam	Registration No. 32,611
Dianne B. Elderkin	Registration No. 28,598	Michael D. Stein	Registration No. 34,734
John P. Donohue, Jr.	Registration No. 29,916	Albert J. Marcellino	Registration No. 34,664
Henrik D. Parker	Registration No. 31,863	David R. Bailey	Registration No. 35,057

Doreen Yatko Trujillo	Registration No. 35,719	Mitchell R. Brustein	Registration No. 38,394
Barbara L. Mullin	Registration No. 38,250	Eric H. Vance	Registration No. 47,151
Kevin M. Flannery	Registration No. 35,871	Peter M. Ullman	Registration No. 43,963
Michael P. Straher	Registration No. 38,325	Thomas E. Watson	Registration No. 43,243
David A. Cherry	Registration No. 35,099	Richard B. LeBlanc	Registration No. 39,495
Terence P. Strobaugh	Registration No. 25,460	Joseph D. Rossi	Registration No. 47,038
Lynn A. Malinoski	Registration No. 38,788	Rosaleen P. Morris	Registration No. 47,321
Steven B. Samuels	Registration No. 37,711	George J. Awad	Registration No. 46,528
Michael J. Swope	Registration No. 38,041	Steven D. Maslowski	Registration No. 46,905
Michael J. Bonella	Registration No. 41,628	S. Maurice Valla	Registration No. 43,966
Harold H. Fullmer	Registration No. 42,560	Vincent J. Roccia	Registration No. 43,887
John E. McGlynn	Registration No. 42,863	Robin S. Quartin	Registration No. 45,028
Jonathan M. Waldman	Registration No. 40,861	Gregory L. Hillyer	Registration No. 44,154
Chad Ziegler	Registration No. 44,273	Patrick J. Farley	Registration No. 42,524
Gwilym J.O. Attwell	Registration No. 45,449	Susan C. Murphy	Registration No. 46,221
David N. Farsiu	Registration No. 44,104	David L. Marcus	Registration No. 46,897
Paul K. Legaard	Registration No. 38,534	Christine A. Goddard	Registration No. 46,731
Maureen S. Gibbons	Registration No. 44,121	Ellen M. Klann	Registration No. 44,836
Steven H. Meyer	Registration No. 37,189	Andrew J. Hagerty	Registration No. 44,141
Paul B. Milcetic	Registration No. 46,261		
Joseph R. Condo	Registration No. 42,431		
Michael K. Jones	Registration No. 41,100		
Frank T. Carroll	Registration No. 42,392		
Mark J. Rosen	Registration No. 39,822		

Send all future correspondence and address all telephone calls to:

Dale M. Heist, Esq.  
**WOODCOCK WASHBURN KURTZ  
MACKIEWICZ & NORRIS LLP  
One Liberty Place - 46th Floor  
Philadelphia PA 19103  
Telephone: (215) 568-3100**



A Statement under 37 C.F.R. §3.73(b) and copies of relevant documents accompany this Revocation of Power of Attorney.

STATEMENT UNDER 37 C.F.R. §3.73(b)

Crown Cork & Seal Technologies Corporation, a corporation of Delaware,

states that it is:



the assignee of the entire right, title, and interest; or



an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

A.

An assignment from the inventor(s) of the patent application/patent identified above.

- 1. The assignment was recorded in the Patent and Trademark Office at Reel @@, Frame(s) @@.
- 2. The assignment has not yet been recorded. A copy of the assignment is attached.

OR

B.

A chain of title from the inventors, of the patent application/patent identified above, to the current assignee as shown below:

From: Michael Alexander Cochran, Rickworth Folland, James William Nicholas and Melvin Edward Riddell Robinson To: MB Group plc. The document was recorded in the Patent and Trademark Office against grandparent application 07/340,416 now Patent No. 5,021,515 at Reel 5126, Frame 0530, or for which a copy thereof is attached.

From: MB Group plc To: CMB Packaging (UK) Limited The document was recorded in the Patent and Trademark Office against grandparent application 07/340,416 now Patent No. 5,021,515 at Reel 010949, Frames 0296-0298, or for which a copy thereof is attached.

From: CMB Packaging (UK) Limited To: CMB Foodcan plc The document was recorded in the Patent and Trademark Office against grandparent application 07/340,416 now Patent No. 5,021,515 at Reel 010949, Frames 0294-0295, or for which a copy thereof is attached.

From: CMB Foodcan plc To: CarnaudMetalbox Technology plc  
This *erroneous document* was recorded in the Patent and Trademark Office against grandparent application 08/061,939 (now abandoned) at Reel 7252, Frames 0365-0366, or for which a copy thereof is attached. See correct name change recorded at Reel 7597, Frames 0223-0227 as noted below.

From: CMB Foodcan plc To: CarnaudMetalbox plc The document was recorded in the Patent and Trademark Office against grandparent application 08/472,841 now Patent No. 5,639,815 at Reel 7597, Frames 0223-0227, or for which a copy thereof is attached. And also, From: CMB Foodcan plc To: CarnaudMetalbox plc which was recorded in the Patent and Trademark Office against grandparent application 07/340,416 now Patent No. 5,021,515 at Reel 8186, Frames 0836-0837, or for which a copy thereof is attached.

From: CarnaudMetalbox plc To: Crown Cork & Seal Technologies Corporation The document was recorded in the Patent and Trademark Office against grandparent application 07/340,416 now Patent No. 5,021,515 at Reel 9893, Frames 0524-0527, or for which a copy thereof is attached.

From CarnaudMetalbox plc To: Crown Cork & Seal Technologies Corporation The document was recorded in the Patent and Trademark Office against parent application 09/244,463 at Reel 9972, Frames 0168-0171, or for which a copy thereof is attached. (Note, recordation form cover sheet noted incorrect series code for which correction will be requested, see attached Notice of Recordation).

- Additional documents in the chain of title are listed on a supplemental sheet.  
 Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

  
Signature  
Name: Michael J. Rowley  
Title: Assistant Secretary

Date: 5/30/01

JOINT

JUN -1 89

Michael

## ASSIGNMENT

Alexander Cochran, 20 Hawkshaw, Th Close, Grove, Wantage, Oxfordshire OX12 0AQ, England  
 Rickworth Folland, Rose Cottage, Longcot, Faringdon, Oxfordshire SN7 7TL, England  
 James William Nicholas, 12 Selsbury Road, Wantage, Oxfordshire OX12 0XR, England

THIS ASSIGNMENT, by \_\_\_\_\_

COMMISSIONER OF PATENTS  
U.S. PATENT & TRADEMARK OFFICE

Melvin Edward Riddell Robinson, 26 Fairfield Close, Grove, Wantage, Oxfordshire OX12 0AQ, England

(hereinafter referred to as the assignors), residing at \_\_\_\_\_  
 \_\_\_\_\_ and \_\_\_\_\_ respectively, witnesseth:

WHEREAS, the said assignors have invented certain new and useful improvements in \_\_\_\_\_  
 IMPROVEMENTS IN AND RELATING TO PACKAGING

set forth in an application for Letters Patent of the United States,  having an oath or declaration executed on even date herewith;  bearing Serial No. \_\_\_\_\_ and filed on \_\_\_\_\_; and

MB Group plc (formerly Metal Box plc)

WHEREAS, \_\_\_\_\_, a corporation duly organized under and pursuant to the laws of Great Britain, and having its principal place of business at

Thame Park Business Park, Waterman Place, Reading RG1 4DN, Berkshire, England

Formerly Queens House, Forbury Road, Reading RG1 3JH, Berkshire, England;  
 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of \_\_\_\_\_ Dollar (\$\_\_\_\_\_) and other good and sufficient considerations, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the abovementioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection Of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignee, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND the said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

Michael

Date 7th February 1989 Name of Inventor Michael Alexander Cochran  
 Rickworth Folland  
 Date 7th February 1989 Name of Inventor Rickworth Folland  
 James William Nicholas  
 Date 7th February 1989 Name of Inventor James William Nicholas  
 Melvin Edward Riddell Robinson

MIL 8126 11/18/530

ASSIGNMENT

WHEREAS, CarnaudMetalbox PLC (formerly CMB Foodcan plc, formerly CMB Packaging (UK) Limited, formerly MB Group plc), hereinafter referred to as the ASSIGNOR, a Corporation of England, having its principal place of business at Downsview Road, Wantage, Oxon, OX12 9BP, UK is the owner of certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patents have been issued, all of which are listed on Attachment A hereto (hereafter Patent Property); and

WHEREAS, Crown Cork & Seal Technologies Corporation, hereinafter referred to as the ASSIGNEE, a corporation of Delaware, having its principal place of business at 11535 S. Central Avenue, Alsip, Illinois 60803, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for Patent property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

M.S.D.

Cardnaudmetalbox PLC

By: M. R. Dewar  
Name: MARION R. DEWEAR

Its: \_\_\_\_\_  
Title: Company Secretary.  
April 6, 1999

**Attachment A**

**U.S. Patent 5,021,515, issued June 4, 1991 (Serial No. 340,416 filed July 6, 1988)  
entitled "Packaging"**

**U.S. Patent 5,049,624, issued September 17, 1991 (Serial No. 435,404 filed November  
1, 1989) entitled "Packaging"**

**U.S. Patent 5,239,016, issued August 24, 1993 (Serial No. 438,441 filed January 16,  
1990) entitled "Process for Production of a Wall for a Package"**

**U.S. Patent 5,639,815, issued June 17, 1997 (Serial No. 472,841 filed June 7, 1995)  
entitled "Packaging"**

RECORDED - INDEXED - SERIALIZED - FILED

# ASSIGNMENT

WHEREAS, CARNAUDMETALBOX PLC (formerly CMB Foodcan plc, formerly CMB Packaging (UK) Limited, formerly MB Group plc), hereinafter referred to as the ASSIGNOR, a Corporation of ENGLAND, having its principal place of business at Downsvie Road, Wantage, Oxon, OX12 9BP, UK is the owner of certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patents have been issued, all of which are listed on Attachment A hereto (hereinafter Patent Property); and

WHEREAS, Crown Cork & Seal Technologies Corporation, hereinafter referred to as the ASSIGNEE, a corporation of Delaware, having its principal place of business at 11535 S. Central Avenue, Alsip, Illinois 60803, is desirous of acquiring the entire right, title, and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and any and all continuations, divisions and renewals of and substitutes for said Patent Property and to and under any and all additional Letters Patent which maybe granted on or as a result thereof in the United States of America and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said assignee, its successors, assigns, nominees, or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees

and legal representatives to obtain and enforce its or their own benefit proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for Patent property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

CarnaudMetalbox plc

Date: 5th May 1999

M. R. Dawson  
Signature

Mark Gaffey Densbury  
Typed or printed name

Company SECRETARY  
Title

## **ATTACHMENT A**

U.S. Application No. 08/844,515, filed April 18, 1997 (Allowable 12/1/98) entitled  
**"PACKAGING"**

U.S. Application No. 09/244,463, filed February 4, 1999, entitled "PACKAGING"

TOTAL P. 05

**RECORDED: 05/21/1999**

PATENT  
REEL: 009972 FRAME: 0171